

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
JAMES C. MARTIN, JR.*

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN MARYLAND

LAW OFFICES
ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL
URBAN A. LESTER

TELEX
440367 A AND A

TELEFAX
(202) 393-2156

November 6, 1991

1-310A030

NEW NUMBER

17584
RECORDATION NO. FILED 1025

\$16

Mr. Sidney L. Strickland, Jr. NOV 6 1991 -2 05 PM
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies of a Security Agreement - Venture II dated as of August 13, 1991, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed document are:

Borrowers: Greenbrier Railcar, Inc.
Greenbrier Leasing Corporation
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Secured Party: The Bank of California, N.A., as Agent
407 S.W. Broadway
Portland, Oregon 97205

A description of the railroad equipment covered by the enclosed document will be provided by the filing and recordation of Security Agreement Supplements.

Also enclosed is a check in the amount of \$16 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Ch. Kappler

Ch. Kappler

NOTED
Nov 6 1991

Mr. Sidney L. Strickland, Jr.
November 6, 1991
Page Two

A short summary of the enclosed document to appear in the
Commission's Index is:

Security Agreement-Venture II dated as of August 13, 1991
between Greenbrier Railcar, Inc. and Greenbrier Leasing
Corporation, Borrowers, and The Bank of California, N.A.,
Agent, Secured Party, covering railroad equipment to be
described in subsequently filed Security Agreement
Supplements.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
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(202) 393-2268

OF COUNSEL
URBAN A. LESTER

TELEX
440367 A AND A

TELEFAX
(202) 393-2156

November 6, 1991

17584

NOV 6 1991 -2 52 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

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Supplements.

Very truly yours,

Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

11/6/91

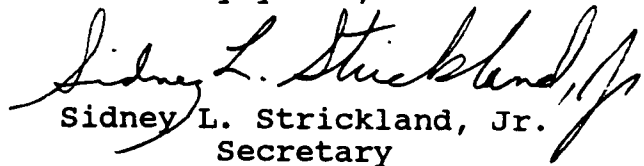
OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/6/91 at 2:05pm , and assigned recordation number(s). 17584

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17584
NOV 6 1991 -2 22 PM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT - VENTURE II

THIS SECURITY AGREEMENT ("Security Agreement"), dated as of August 13, 1991 between GREENBRIER RAILCAR, INC., a Delaware corporation and GREENBRIER LEASING CORPORATION, a Delaware corporation ("Borrowers"), having their chief executive offices and chief place of business at One Centerpointe Drive, Suite 200, Lake Oswego, Oregon, and THE BANK OF CALIFORNIA, N.A., a national banking association ("Agent").

WITNESSETH:

WHEREAS, pursuant to a Revolving Credit Agreement-Venture II ("Credit Agreement") dated as of August 13, 1991 between Borrowers, Agent and certain lending institutions as set forth in the Credit Agreement ("Banks") have agreed to make certain loans to Borrowers; and

WHEREAS, as security for Borrowers' repayment of such loans and the prompt and faithful performance of Borrowers' obligations and duties under the Credit Agreement, Borrowers agree to assign to Agent, as agent for Banks, and grant to Agent, as agent for Banks, a security interest in and a lien on, certain property herein specified;

NOW, THEREFORE, in consideration of the aforesaid premise and the mutual terms and covenants herein contained, the parties hereto agree as follows:

1. The Collateral. To secure all obligations of Borrowers to Banks now existing or hereafter arising or incurred

(i) under the Credit Agreement, as amended from time to time, (ii) under Borrowers' promissory note(s) (collectively the "Notes") issued pursuant to the Credit Agreement, as said Notes may be amended or extended from time to time or under any notes issued in substitution or replacement thereof, or (iii) hereunder (the "Obligations"), each of Borrowers hereby assigns to Agent, as agent for Banks all of its rights, title and interest in, whether now existing or hereafter arising, and grants Agent, as agent for Banks a lien on and security interest in:

(a) All equipment, vehicles and goods listed on Schedule "1" hereto, all equipment, vehicles and goods listed on any Supplements to this Security Agreement (in the form attached hereto as Exhibit "A") from time to time delivered to the Agent in connection herewith, and all improvements, replacements, substitutions, accessories and additions thereto, whether in the possession of Borrowers, warehousemen, bailees or any other person and whether located at the places of business of Borrowers or elsewhere (the "Equipment");

(b) Any and all leases listed on Schedule "2" attached hereto, all leases listed on any Supplements to this Security Agreement from time to time delivered to Agent in connection herewith, and all leases and agreements to lease, now or hereafter in effect and relating in any way to the Equipment (the "Leases") and all rents, accounts and other rights to payment arising under the Leases ("Rents");

(c) All accounts, contracts, contract rights, documents, instruments, general intangibles, chattel paper, and all accounting and other files and other documents relating to the property described in paragraphs (a) and (b); and

(d) All proceeds of the sale, collection, exchange or other disposition of the property described in paragraphs (a) through (c) whether voluntary or involuntary (collectively the "Proceeds"), including, but not limited to, returned premiums, insurance proceeds, and all rights to payment with respect to any cause of action affecting or relating to such property.

All of the foregoing are hereinafter referred to collectively as the "Collateral."

2. Representations and Warranties. Borrowers represent and warrant to Agent and to Banks which representations and warranties shall survive delivery of this Security Agreement that:

(a) Borrowers have the right and power to grant a security interest in the Collateral;

(b) Borrowers are the owners and have good and marketable title to the Equipment and each Lease free and clear of all liens and encumbrances, except (i) the security interest created hereby, and (ii) the leasehold interests of the lessee under any such Lease;

(c) Any piece of Equipment is in the condition required by Section 3(j) hereof; and

(d) Each Lease is the valid and binding obligation of the lessee thereon, not subject as of the date hereof to any claim, offset or defense known to Borrowers. The name and address of the lessee, the lease terms and the rents payable on such Lease as shown on such Schedule are true and correct.

3. Borrowers' Covenants. Borrowers shall:

(a) Not sell, discount or factor any or all of the Collateral, without the prior written consent of Agent;

(b) Not create, permit or suffer to exist any lien, security interest, claim or right in or to any of the Collateral, except (i) the security interest granted hereunder, (ii) the leasehold interest of lessees under the Leases, and (iii) mechanics', carriers', workmen's, tax and other like liens arising in the ordinary course of business which are not overdue or which are being contested in good faith by appropriate proceedings, provided that any such lien shall be satisfied or discharged prior to the foreclosure thereof against any of the Collateral;

(c) Not use or permit the use of the Equipment for any unlawful purpose nor in any way that would void any insurance required to be carried in connection therewith;

(d) Furnish reports to Agent of all acquisitions, returns, sales and other dispositions of Equipment in such form and detail and at such times as Agent may reasonably require;

(e) Not modify or amend any Lease in any way that would adversely affect the value thereof as Collateral or waive any material default thereunder except that Borrowers may waive the payment of rent under any Lease with the prior written consent of Agent; not consent to any assignment or sublease of the Equipment (provided that the Equipment may be interchanged in accordance with the customary practices of the railroad industry); notify Agent of any default or condition which with notice or lapse of time could become a material default under any Lease (other than nonpayment of rent) and of any claimed defense, offset or counterclaim of any lessee on any Lease promptly after becoming aware of any thereof; notify Agent of any nonpayment of rent under any Lease which continues for more than 45 days after such payment was due; enforce each Lease in accordance with its terms and perform all obligations as lessor under the Leases;

(f) Not, without the consent of Agent (which consent shall not be unreasonably withheld), (i) enter into any Lease which varies or deviates substantially from, or amend any Lease so as to vary or deviate substantially from, the standard form of lease submitted to and approved in writing by Agent or (ii) enter into any Lease with a term (including any automatic or optional renewal) in excess of one year;

(g) Promptly upon its acquisition of each replacement Equipment, furnish or cause to be furnished to Agent, a Supplement to this Security Agreement, describing each such piece of Equipment with such specificity as Agent may reasonably require. Promptly upon the loss, theft, destruction or abandonment of any Equipment, Borrowers will furnish or cause to be furnished to Agent a deletion notice describing each such Equipment to be deleted from the list of Collateral hereunder and a statement of the circumstances surrounding such loss, theft, destruction or abandonment with such specificity as Agent may reasonably require;

(h) Promptly after executing any Lease, deliver to Agent such original executed Lease, a written acknowledgment by the lessee of the existence of this Security Agreement, and the Notes (provided that a separate written acknowledgment shall not be required if such Lease contains such acknowledgment) and a copy of any opinion of counsel to each lessee obtained by Borrowers and furnish or cause to be furnished to Agent a Supplement to Security Agreement adding each Lease not described in Schedule "2" or any prior Supplements thereto and deleting each previously described Lease which has been terminated;

(i) Acquire any replacement Equipment only if such Equipment is acquired by Borrowers as owner, free and clear of all liens and encumbrances, except (i) the security interest

created hereby, and (ii) the leasehold interest of the lessee under any Lease applicable to such Equipment;

(j) Keep all Equipment in good order, repair and saleable condition, ordinary wear and tear excepted, in accordance with the standards and practices adhered to by user of similar items; not sell, transfer, dispose, waste, destroy or abandon the Equipment or any part thereof except for any Equipment that, in the good faith judgment of Borrowers, is worn-out, obsolete or without material economic value;

(k) If any of the Equipment is covered by a certificate of title, not obtain a certificate of title from more than one jurisdiction covering the same Equipment and deliver to Agent promptly upon issuance by the appropriate state authorities all certificates of title or of ownership for such Equipment; notify Agent in writing of any changes in the certificates of title or ownership covering such Equipment; upon replacing any Equipment, immediately obtain for such Equipment a certificate of title, naming Agent as lienholder from the appropriate state officials; and take all necessary action to perfect the security interest of Agent in such replacement Equipment;

(l) Cause every copy of each Lease comprised in the Collateral which is in the possession of Borrowers to be stamped or imprinted with the legend: "Subject to a Security Interest in favor of The Bank of California, N.A., a national

banking association, Portland, Oregon, as agent for various lenders"; and

(m) Maintain fire and extended coverage insurance on the Equipment to the extent of the full replacement value thereof under policies acceptable to Agent containing a lender's loss payable clause in favor of Agent and providing such insurance will not be terminated except after at least thirty (30) days prior written notice to Agent, maintain such other insurance on the Equipment for the benefit of Borrowers or Agent, as Agent may request from time to time and furnish to Agent the originals of all such policies of insurance or valid and binding certificates evidencing such insurance.

4. Further Assurances. Borrowers shall use their best efforts to supply Agent promptly with such information concerning the Collateral as Agent may reasonably request from time to time hereafter. At the Borrowers' expense, Borrowers shall execute and deliver to Agent concurrently with the execution of this Security Agreement, and at any time or times hereafter at the request of Agent, all vehicle title documents, financing statements, continuation statements, security agreements, assignments, affidavits, reports, notices, and other documents, including, without limitation, originals of all instruments, documents and chattel paper consisting of the Collateral, necessary to maintain a first perfected security interest in the Collateral or that Agent may reasonably request, in a form

satisfactory to Agent, to maintain Agent's assignment of and security interest in the Collateral and to consummate fully all of the transactions contemplated under this Security Agreement. Borrowers shall file all financing statements, security agreements and vehicle title documents necessary to preserve its interest in the Equipment against any person claiming an interest therein by or through any lessee or by virtue of any Lease, including filings with the Interstate Commerce Commission under 49 U.S.C. § 11303 and 49 CFR Part 1177. Borrowers hereby irrevocably authorize Agent to file, at Borrowers' expense, such vehicle title documents, financing statements, continuation statements and other documents as Agent may deem necessary or reasonably desirable for the perfection of the security interest and lien of Agent hereunder, without Borrowers' signature, and appoint Agent as Borrowers' attorney-in-fact (which appointment is irrevocable and coupled with an interest) to execute any such statements and documents in Borrowers' name and to perform all other acts which Agent deems appropriate to perfect and continue the security interest granted to Agent hereunder. Borrowers will execute and deliver to Agent such additional documents as Agent may reasonably require or deem advisable to carry into effect the purpose of this Security Agreement or to maintain Agent's interest hereunder.

5. Records and Inspection. Borrowers will, with respect to the Collateral, deliver to Agent at Borrowers' expense

such papers as Agent may request including, without limitation, statements of customer accounts, bank statements, invoices, evidence of shipment or delivery and receipts. Borrowers hereby covenant that until the effective date of the notice of a change in its place of business is delivered to Agent, its records relating to the Collateral, including, without limitation, all originals of all Leases, instruments and other chattel paper relating thereto not delivered to Agent, will be kept at its chief executive offices at One Centerpointe Drive, Suite 200, Lake Oswego, Oregon.

6. Events of Default. The following events ("Events of Default") shall be a default hereunder:

(a) Failure to make prompt payment of any amount due under the Notes;

(b) An Event of Default shall occur under the Credit Agreement; or

(c) Any warranty or representation of Borrowers made herein, in the Credit Agreement or in any Supplement to Security Agreement or other certificate or report furnished by Borrowers to Agent in connection herewith shall have been materially false when made.

7. Rights upon Default. Upon the occurrence of an Event of Default hereunder:

(a) Agent may, upon written notice to Borrowers, declare any and all Obligations to be, and the same shall forthwith become immediately due and payable;

(b) Agent shall be entitled to exercise, with respect to the Collateral, any or all of the rights and remedies available to a secured party under the Uniform Commercial Code in effect in the State of Oregon or any other jurisdiction in which Collateral may be located at that time and, in addition thereto the rights and remedies provided for herein and such other rights and remedies as may be provided by law, including, without limitation, rights of set-off and bankers lien, the aforesaid rights and remedies of Agent to be cumulative and nonexclusive;

(c) Borrowers shall, upon the request of Agent, assemble the Collateral (or any portion thereof) at such place or places as Agent shall designate (subject always to the rights of the lessees under the Leases), and Agent shall have the right, with or without legal process and with or without prior demand, directly or through its agents to take possession of all or any part of the Collateral. Furthermore Agent shall have the right, without notice or demand or legal process, to enter upon any premises of Borrowers for the purpose of taking such possession;

(d) Agent may exercise all rights of Borrowers under any Lease;

(e) Agent may notify the lessees under the Leases and any other person obligated on any of the Collateral of the

existence of Agent's security interest and may direct that all Rents and other sums due or to become due on any of the Leases or other Collateral be paid directly to Agent; and all Rents and other payments thereafter received by Borrowers with respect to any of the Collateral shall be received and held by Borrowers in trust for Agent, and shall not be commingled with any other property, and shall be delivered to Agent immediately upon receipt thereof by Borrowers in the same form as received except for any necessary endorsement of Borrowers; and

(f) Agent may demand, collect, receive and receipt for, compromise, compound, settle and give acquittance for, and prosecute and discontinue any suits or proceedings in respect of any or all of the Collateral or of any insurance on any or all of the Collateral, and may pay or discharge any taxes, liens and encumbrances levied or placed on or threatened against the Collateral (and any such payments shall be part of the Obligations and be payable by Borrowers on demand), and may take any other action which Agent may deem necessary or desirable in order to realize on the Collateral, including, without limitation, the power to perform any contract and to endorse in the names of Borrowers any checks, drafts, notes or other documents which are Collateral or are received in payment or on account of the Collateral.

8. Notices. Any notice required or permitted to be given under this Security Agreement may be, and shall be deemed,

given and sent when deposited in the United States mail, postage paid, or by telegraph or telex when delivered to the appropriate office for transmission, charges prepaid, addressed

To Borrowers as follows:

Greenbrier Railcar, Inc.
Greenbrier Leasing Corporation
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97034

Attention: Norriss M. Webb

To Agent as follows:

The Bank of California, National Association
407 S.W. Broadway
Portland, Oregon 97205

Attention: Robert Zagunis

Borrowers and Agent may each change the address for service of notice upon it by a notice in writing to the other.

9. Proceeds. All proceeds and other monies received by Agent pursuant to the terms of this Security Agreement shall be applied as follows:

(a) To the payment of all expenses reasonably incurred by Agent in connection with the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to Agent by Borrowers; and

(b) To the payment in full to Agent of all Obligations, any surplus to be paid to Borrowers, their successors or assigns, or as a court of competent jurisdiction may direct.

10. Indemnity. In no event shall Agent be liable for any matter or thing in connection with this Security Agreement other than to account for monies actually received by it in accordance with the terms hereof. Agent does not in any way assume any of Borrowers' obligations under any Lease or any other Collateral. Borrowers agree to indemnify and hold harmless Agent from and against any and all claims, demands, losses, judgments and liabilities of whatsoever kind or nature and to reimburse Agent for all costs and expenses, including attorneys' fees, growing out of or resulting from the exercise by Agent of any right or remedy granted to it hereunder with respect to the Collateral.

11. Counsel Fees. If at any time or times hereafter Agent shall employ counsel:

(a) To represent Agent in any litigation, contest, dispute, suit or proceeding (whether instituted by Agent, Borrowers or any other entity) in any way or respect relating to any of the Collateral or this Security Agreement;

(b) To protect, collect, lease, sell, take possession of or liquidate any of the Collateral;

(c) To attempt to enforce any assignment or security interest of Agent in any of the Collateral; or

(d) To enforce any rights of Agent against Borrowers or against any other entity which may be obligated to Agent by virtue of this Security Agreement, then, in any of the foregoing events, all of the reasonable attorneys' fees arising

from such services and all reasonable expenses, costs and charges in any way or respect arising in connection therewith or relating thereto shall constitute a part of the Obligations in connection with which such actions were taken, shall bear interest from the date of Agent's payment thereof at the rate borne or to be borne by the Notes and shall be payable on demand.

12. Waivers. Agent's failure at any time or times hereafter to require strict performance by Borrowers of any of such undertakings, or agreements and covenants shall not waive, affect, or diminish any right of Agent hereunder to demand strict compliance and performance therewith. Any waiver by Agent of any default by Borrowers under this Security Agreement shall not waive or affect any other default by Borrowers under this Security Agreement, whether such default is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements and covenants of Borrowers contained in this Security Agreement, and no default by Borrowers under this Security Agreement, shall be deemed to have been waived by Agent unless such waiver is evidenced by an instrument in writing signed by an officer of Agent and directed to Borrowers specifying such waiver.

13. Termination. This Security Agreement shall terminate when all the Obligations have been fully paid and satisfied, at which time Agent shall reassign and deliver to Borrowers all the Collateral in which Agent shall have any interest hereunder or which shall then be held by Agent or in its

possession and, if requested by Borrowers, shall execute and deliver to Borrowers for filing in each office in which any financing statement or certificate of title relative to the Collateral, or any part thereof, shall have been filed, a termination statement or other evidence of release of its interest releasing Agent's interest therein, all without recourse upon or warranty by Agent and at the cost and expense of Borrowers.

14. Amendments. This Security Agreement may not be altered or amended except by an agreement in writing signed by Agent and Borrowers. In the event that Agent at any time or from time to time dispenses with any one or more of the requirements specified in this Security Agreement, such dispensation may be revoked by Agent at any time and shall not be deemed to constitute a waiver of any such requirements subsequent thereto.

15. Severability. If any provision of this Security Agreement or the application thereof to any party or circumstances is held invalid or unenforceable, the remainder of this Security Agreement and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Security Agreement being severable in any such instance.

16. Successor-in-Interest. This Security Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and Borrowers. Upon the transfer by Agent of the Obligations owed to it or any part thereof, Agent may

transfer all or any part of its rights hereunder to the Collateral and shall be fully discharged thereafter from all liability and responsibility with respect to any of the Collateral so transferred, but with respect to any Collateral not so transferred Agent shall retain all rights and powers herein given.

17. Governing Law. This Security Agreement shall be governed by the laws (including the choice of law rules) of the State of Oregon.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their respective officers duly authorized thereunto as of the day first written above.

GREENBRIER RAILCAR, INC.,
a Delaware corporation

By Norriss M. Webb
Norriss M. Webb, Vice President

GREENBRIER LEASING CORPORATION,
a Delaware corporation

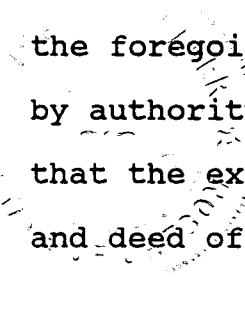
By Norriss M. Webb
Norriss M. Webb, Vice President

THE BANK OF CALIFORNIA, N.A.,
a national banking association

By R. Zagunis
Robert Zagunis, Vice President

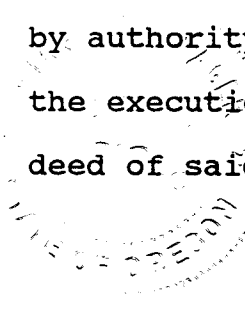
STATE OF OREGON)
County of Multnomah) ss.

On this 13th day of August, 1991, before me personally appeared NORRISS M. WEBB, to me personally known, who being by me duly sworn, says that he is the Vice President of GREENBRIER RAILCAR, INC. and GREENBRIER LEASING CORPORATION, that the foregoing instrument was signed on behalf of each corporation by authority of their Boards of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of each corporation.

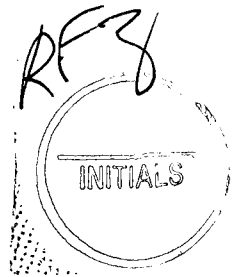

Virginia Wager
Notary Public for Oregon
My commission expires 12-7-92

STATE OF OREGON)
County of Multnomah) ss.

On this 13th day of August, 1991, before me personally appeared ROBERT ZAGUNIS, to me personally known, who being by me duly sworn, says that he is the Vice President of THE BANK OF CALIFORNIA, N.A., a national banking association, that the foregoing instrument was signed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.


Virginia Wager
Notary Public for Oregon
My commission expires: 12-7-92

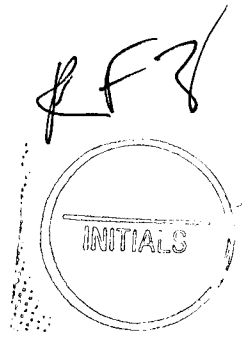
SCHEDULE "1"
TO
SECURITY AGREEMENT



NMW
Initial

Description of Equipment:

SCHEDULE "2"
TO
SECURITY AGREEMENT



NMW
Initial

Leases subject to the Security Agreement:

EXHIBIT "A"
TO
SECURITY AGREEMENT
Page 1 of 2



Initial

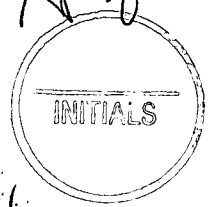
SECURITY AGREEMENT SUPPLEMENT

This Security Agreement Supplement is given by
GREENBRIER RAILCAR, INC., a Delaware corporation and **GREENBRIER
LEASING CORPORATION**, a Delaware corporation ("Borrowers"), to **THE
BANK OF CALIFORNIA, N.A.**, a national banking association
("Agent") as a supplement to the Security Agreement dated as of
_____, 1991 (herein, as the same may have been
amended, modified or supplemented from time to time, called the
"Security Agreement") between Borrowers and Agent.

Capitalized terms used herein shall have the meaning
attributed thereto in the Security Agreement.

As further security for the Obligations, Borrowers
hereby assign to the Agent all of Borrowers' right, title and
interest in, and grant to Agent a security interest in the
following items of Collateral: (a) Equipment listed on
Attachment "1" hereto and all improvements, replacements,
substitutions, accessories and additions thereto; (b) Leases
listed on Attachment "1" hereto and all leases and agreements to
lease now or hereafter in effect and relating in any way to the
Equipment and all rents, accounts and other rights to payment
arising under the Leases; and (c) all proceeds of all of the
foregoing. This grant of a security interest is made under and
pursuant to the terms of the Security Agreement.

EXHIBIT "A"
TO
SECURITY AGREEMENT
Page 2 of 2



NMW
Initial

Borrowers warrant to Agent that (a) they are the lawful owners of such Equipment, Leases and Proceeds, free and clear of all liens and encumbrances (except the security interest of Agent and the leasehold interest of the lessees under the Leases); (b) each piece of Equipment listed on Attachment "1" has been received, delivered and accepted by a duly authorized agent of Borrowers and each such piece of Equipment is in the condition required by the Security Agreement; and (c) each Lease listed on Attachment "1" is the valid and binding obligation of the lessee thereon, not subject as of the date hereof to any claim, offset or defense known to Borrowers and the names and addresses of the lessees, the lease terms and the Rents payable on such Leases as shown on the attachment are true and correct.

Dated _____, 1991.

GREENBRIER RAILCAR, INC.
a Delaware

By _____
Title: _____

GREENBRIER
a Delaware

By _____
Title: _____

Do
Not
sign

TION,

ATTACHMENT "1"
TO
SECURITY AGREEMENT SUPPLEMENT

RF3
INITIALS
WmW
Initial

Description of Equipment:

Leases: